

REPORT / RECOMMENDATION



To: Mayor and City Council

Agenda Item #: IV.C.

From: Ann Kattreh
Parks and Recreation Director

Action ☒

Discussion ☐

Date: June 4, 2013

Information ☐

Subject: Shared Parking Agreement With YMCA for Yorktown Park

Action Requested:

Approve the Shared Parking Agreement with the YMCA for Yorktown Park

Information / Background:

At the April 2 City Council meeting the City Council approved the Yorktown Park "pilot" community garden project, including a new shared use parking lot with the YMCA. The YMCA will pay for the construction and maintenance of the parking lot on Yorktown Park property. There is a net gain of 28 stalls, with the elimination of a row of parking on the existing parking lot and Yorktown Park border. Staff will monitor parking lot usage and survey gardeners to determine if any signage is required for community garden parking.

The city will obtain quotes for construction of the shared parking area. The city will select a quote and the YMCA must agree and accept the quote. The YMCA will pay the city the amount of the selected quote and the city will hire the contractor to construct the parking area and oversee the construction process. The term of this agreement is 20 years and will automatically extend for 5 year terms unless either party gives a 60 day notice prior to the last day of the term. The required maintenance for the shared parking area is described in detail in Exhibit B.

SHARED PARKING AGREEMENT

THIS SHARED PARKING AGREEMENT (this “Agreement”) is made effective as of May 29, 2013, by and between **Young Men’s Christian Association of the Greater Twin Cities**, a Minnesota nonprofit corporation **d/b/a YMCA of the Greater Twin Cities**, 2125 East Hennepin Avenue, Minneapolis, Minnesota 55413 (the “YMCA”), and the **City of Edina**, a Minnesota municipal corporation, 4801 West 50th Street, Edina, Minnesota 55424 (the “City”).

Recitals

- A. The City is the fee owner of real property legally described as Outlot C, Yorktown, according to the recorded plat thereof, Hennepin County, Minnesota (the “City Property”), which the City uses and operates as Yorktown Park.
- B. The YMCA is the fee owner of real property legally described as Lot 1, Block 4, Yorktown, according to the recorded plat thereof, Hennepin County, Minnesota (the “YMCA Property”), which the YMCA uses to operate its Southdale YMCA.
- C. The YMCA Property is south of and adjacent to the City Property, and the portion of the YMCA Property abutting the City Property is used by the YMCA and its members, employees and other users for parking.
- D. The City intends to use part of the easterly portion of the City Property for a new community garden (the “Community Garden”).
- E. The City Property lacks off-street parking and the City needs off-street parking for the Community Garden.
- F. The YMCA would benefit from additional off-street parking for the YMCA Property.
- G. The City and the YMCA wish to arrange for the construction, maintenance and use of an off-street parking area (the “Shared Parking Area”) located primarily on the City Property

but partly on the YMCA Property, as depicted on Exhibit "A" hereto.

NOW, THEREFORE, the parties agree as follows:

1. **Grant of License by the YMCA.** In consideration of the City's covenants and agreements in this Agreement, the YMCA hereby grants to the City, for the benefit of the users of the Community Garden, a license to use the curb cuts and driveways on and serving the YMCA Property, as they shall be located and relocated by the YMCA from time to time, for pedestrian and vehicular ingress and egress between York Avenue South and the Shared Parking Area.
2. **Grant of License by the City.** In consideration of the YMCA's covenants and agreements in this Agreement, the City hereby grants to the YMCA, for the benefit of the members, employees and other users of the YMCA Property, a license to use the Shared Parking Area for vehicular parking while using the YMCA Property.
3. **Construction of Shared Parking Area.** The City will promptly obtain quotes to construct the Shared Parking Area and, if the quote selected by the City is accepted by the YMCA, the YMCA will pay to the City the amount of the selected and accepted quote and the City will cause the Shared Parking Area promptly to be constructed in accordance with that quote. If the YMCA fails to approve the selected quote or to pay to the City the amount of the selected quote on or before June 30, 2013, this Agreement shall never become effective and shall have no force or effect.
4. **Maintenance of Shared Parking Area.** Throughout the term of the licenses hereby granted, the YMCA shall be responsible for maintenance of the Shared Parking Area in accordance with Exhibit "B."
5. **Term of Licenses.** The term of the licenses granted pursuant to this Agreement is twenty

(20) years, commencing on the date of completion of construction of the Shared Parking Area, as certified in a written notice from the City to the YMCA; provided, however, that the term of the licenses granted pursuant to this Agreement automatically shall be extended for successive extension terms of five (5) years each unless the City or the YMCA elects, by written notice to the other given not later than sixty (60) days prior to the last day of the term (whether the initial or any extension term) that such party elects that the licenses shall expire at the end of the current term (whether the initial term or any extension term). Upon the expiration or sooner termination (by mutual written consent) of the licenses granted pursuant to this Agreement, the City and the YMCA each may, at its own expense, restore the City Property and the YMCA Property, respectively, to eliminate the Shared Parking Area.

6. **Additional Miscellaneous Provisions.**

- A. This Agreement contains the entire agreement and understanding of the parties hereto with respect to any matter mentioned herein, and no prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective.
- B. This Agreement may be modified only by a writing signed by the parties in interest at the time of the modification. Except as otherwise provided in this Agreement, any notice or other communication required or permitted to be given by this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, to the address listed in the opening paragraph. Either party may, by written notice to the other, specify a different address for notice purposes. Notices shall be deemed given when actually

received or when delivery thereof is refused.

- C. The rights and obligations of the parties under this Agreement shall be binding upon, and inure to the benefit of, their respective successors and assigns.
- D. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Minnesota.
- E. The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision of this Agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

Dated: _____, 2013.

CITY OF EDINA

By: _____
James Hovland, Mayor

By: _____
Scott Neal, City Manager

Dated: _____, 2013.

**YOUNG MEN'S CHRISTIAN ASSOCIATION
OF THE GREATER TWIN CITIES, D/B/A
YMCA OF THE GREATER TWIN CITIES**

By: _____
_____ Its _____

By: _____
_____ Its _____

EXHIBIT “A”

Depiction of Shared Parking Area

Exhibit A



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 3-29-13

LC NO. 43970

**YORKTOWN PARK
COMMUNITY GARDEN
& PARKING LOT**



CITY OF EDINA
7450 METRO BOULEVARD
EDINA, MN 55439-3037
Ph: 952-826-0371
Fax: 952-826-0392

**COMMUNITY GARDEN
& PARKING LOT**

NO	DATE	BY	REMARKS

EXHIBIT "B"

Shared Parking Area Maintenance Requirements

- Plowing: After two (2) inches of snow has accumulated.
- Striping: Striped in conjunction with adjoining YMCA parking lot.
- Sweeping: Swept in conjunction with adjoining YMCA parking lot.
- Patching: Potholes will be repaired each Spring.
- Cracksealing: Cracksealed in conjunction with adjoining YMCA parking lot.
- Sealcoating: Sealcoated within four (4) years after construction.
- Catch Basins: Catch basins shall be kept clear of debris at all times.
- Miscellaneous: The YMCA shall be responsible for all other maintenance of the Shared Parking Area required by City ordinances.